

WAIVER OF SERVICE OF SUMMONS 16

TO: Matthew H. Feinberg and Daniel Q. Harrington

ATTACHMENT 8

(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

Martin Sandborg, Individually and

1. d/b/a Sandborg Plumbing and Heating, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of

Pacific Indemnity Co. v. Kemp,
et al.

(CAPTION OF ACTION)

which is case number 04 11975-RWZ

(DOCKET NUMBER)

in the United States District Court

for the

District of

Massachusetts

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after

9/14/04

(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

✓ 11/02/04

(SIGNATURE)

Printed/Typed Name: Martin Sandborg, Indv. and

As owner

of Sandborg Plumbing and Heating

(CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint on other residents of the United States who later become parties to the action and asked by a plaintiff located in the United States to whom the summons and complaint are directed to serve the summons and complaint on such person. A party who waives service of summons and complaint by signing this instrument will be required to bear the cost of such service unless good cause be shown for declining to sign and waive the waiver.

A party may waive service of summons and complaint if it is satisfied that a party believes that the defendant is unindicted, or that the action has been brought in error, or that the defendant lacks jurisdiction over the subject matter of the action in over its person or property. A party who waives service of summons and complaint must declare under oath or affirmation any facts relating to the summons or to the service of the summons, and may file affidavits or other documents to support the facts set forth in the waiver.

The defendant waives service within the time specified in the waiver from the day of filing of this instrument or its appearance, whichever is later, and it agrees to a service copy of the summons and complaint. The answer or motion in the case filed with the court on or before the date specified in the waiver. By signing, waiving a defendant in the waiver and failing to answer from the date of filing of this instrument, the defendant waives service.